

DEC 28 1992

Wisconsin Employment Relations Commission

STATE OF WISCONSIN

ARBITRATION AWARD

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In the Matter of the Arbitration between :

RICHFIELD JOINT SCHOOL DISTRICT #11 :

and :

FRIESS LAKE EDUCATION ASSOCIATION :

Re: Case 5 No. 45628  
INT/ARB-6020

Decision No. 27252-A

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APPEARANCES: For the Employer, Richfield Joint School District #11: David R. Friedman, Attorney at Law, Suite 202, 30 West Mifflin Street, Madison, Wisconsin 53703.

For the Union, Friess Lake Education Association: John Weigelt, UniServ Director, Cedar Lake United Educators, 411 North River Road, West Bend, Wisconsin 53095.

The Union represents a collective bargaining unit consisting of all full and part-time teachers of this Employer. At the time of the hearing there were 13.25 FTE teachers in the unit. The parties had a labor agreement that by its terms expired on August 31, 1990. When negotiations began on a renewal of their agreement the Union was an independent organization. Sometime during the course of the bargaining its members decided to affiliate with a Wisconsin Education Association Council affiliate, Cedar Lake United Educators. After eleven bargaining sessions in 1990 and 1991 the Union on April 22, 1991, filed a petition for arbitration pursuant to Sec. 111.70 (4) (cm) 6 of the Municipal Employment Relations Act. There were some further delays during mediation efforts and final offers were received by the Wisconsin Employment Relations Commission investigator on April 27, 1992.

The undersigned was informed of his selection as arbitrator by letter from A. Henry Hempe, Chairperson, WERC, dated June 8, 1992. A hearing was held at the school on September 21, 1992. The parties presented written exhibits and oral testimony and were given opportunities to cross examine one another's witnesses. There was no formal record of the hearing other than the arbitrator's handwritten notes. At the conclusion of the hearing the parties

agreed that the arbitrator should exchange written briefs that were to be sent to him within thirty days. The briefs were actually exchanged on October 30. The Union presented a reply brief dated November 13. The hearing record is considered closed as of that date. The Employer did not present a reply brief.

#### THE ISSUES TO BE ARBITRATED

According to the statute the arbitrator is required to choose one entire final offer or the other. Since the final offers are long and detailed, they are included at the end of this document as Attachment A (the Employer's final offer) and Attachment B (the Union's final offer).

In summary, the Employer would (1) change the dates of the agreement so that it would run from August 31, 1990 to August 31, 1992; (2) add a sentence to the personal leave clause so as to restrict personal leave on days immediately before a weekend, holiday, or vacation period; (3) add several paragraphs to the layoff clause so as to clarify recall procedure and termination of seniority; (4) increase extracurricular pay by three per cent for the 1990-91 school year and add a couple of classification; (5) provide increases in the salary schedule for 1990-91 and 1991-92.

On its part the Union proposes (1) to change the grievance procedure to add final and binding arbitration; (2) to add several paragraphs to the layoff clause that are somewhat different from the Employer's proposals; (3) to change the health insurance clause so as to provide a 90 per cent contribution by the Employer rather than the 85 per cent in the old agreement; (4) to add dental insurance paid for by the Employer; (5) to change the long term disability insurance provision from the present benefit of sixty-seven per cent of covered salary to ninety per cent and the present maximum monthly benefit of \$1,200 to \$3,000; (6) to add a college credit reimbursement provision to the agreement calling for \$50 per credit; (7) to add a provision calling for negotiation of any changes in providers or level of benefits for items (3) through (6); (8) to change the calculation of extracurricular pay from dollar figures to percentages of base salary and to add several classifications for payment; (9) to add several sentences to the duration clause in addition to providing for an extension from August 1, 1990 to July 31, 1992; and (10) to provide increases in the salary schedule for 1990-91 and 1991-92.

#### CONSIDERATION OF THE ISSUES

The statute in 111.70 (4) (cm) 7 lists 10 factors that are to be considered by the arbitrator in comparing the final offers of the parties to such a dispute. In this proceeding the parties concentrated almost completely on factor d., which reads as follows:

Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.

While there are some other factors that must be considered in my decision, there was no testimony or argument to suggest that I should consider factors a.,

lawful authority of the employer, c., ability to pay, e., comparisons with other employees generally in public employment, f., comparisons with conditions in private employment, or i., changes in the circumstances of the dispute during pendency of the arbitration proceedings. Since the parties entered a stipulation into the record as to what they had agreed upon, there is also no need to consider factor b. Thus my discussion will concentrate for the most part on factor d., although it will also include some references to factor g., cost-of-living, h., overall compensation, and j., other factors normally taken into consideration.

The other matter that needs to be discussed before examining the proposals is the disagreement between the parties as to the school districts that should be used as comparables in connection with factor d. The Union would use nineteen districts in the vicinity, some K-12, some with only elementary schools, and some with only high schools. It is argued that the average of these districts is close to that of Richfield Joint School District No. 11 (hereinafter sometimes called Friess Lake) in terms of average cost per pupil, levy rates, equalized value per student, and average total income per tax return. On its part the Employer asserts that the appropriate comparables are contained in the elementary systems that feed into Hartford Union High School, as well as the high school itself. These consist of school districts designated as Erin, Hartford Union High School, Hartford Joint #1 (elementary school), Herman Consolidated, Neosho, Richfield Joint #1, and Rubicon/Saylesville. These seven are also included among the Union's nineteen proposed comparable districts. The Employer cites three previous arbitration proceedings involving these elementary schools wherein the arbitrators gave careful consideration to the comparables and chose those districts that the Employer proposes in this proceeding. These are Herman Consolidated District No. 22 School Board, Dec. No. 18037-A (5/81), Arbitrator Sharon K. Imes; School District #22 Town of Herman, Dec. No. 20977-A (6/74), Arbitrator Byron Yaffe; and Neosho Joint School District #3, Dec. No. 23212-A (9/86), Arbitrator Stanley Michelstetter.

In my opinion these previous arbitration awards have established ample precedent for using the comparable districts proposed by the Employer.

#### THE UNION'S SUPPORT FOR ITS PROPOSALS

The Union makes the general argument that employment conditions for the Friess Lake teachers are unfavorable when compared to the employment conditions of teachers in comparable districts. The issues will be examined in the same order as given above.

Of the seven comparable districts listed above, only Herman Consolidated does not have final and binding arbitration in its labor agreement.

It is more difficult to compare provisions for layoff and recall. In adding several paragraphs to the old agreement the Union is trying to do several things. The old agreement allows the Employer to separate the teachers into more than one category in the event of layoff. The Union would put all teachers in one category. This might mean, for instance, that in case of layoff of an eighth grade teacher, that person, if s/he had greater seniority than the first

grade teacher and was certified for first grade teaching but had never been assigned to that duty, could assume the first grade assignment. Thus it introduces bumping, which is not clearly a part of the present layoff clause. The Union's proposed wording would give teachers recall rights for a period of three years after they had been laid off. The Union would also change the wording on when layoff notice is given from the present "no later than the last teaching day in April" to "on or before April 1 and final written notice prior to May 1."

In comparing this issue among the seven comparable districts only Hartford UHS and Rubicon/Saylesville seem to have separate categories of teachers and all except Rubicon/Saylesville provide for bumping if the senior teacher is certified in the area s/he wants to bump into. As to the period during which teachers have recall rights, one district (Hartford UHS) has four years; three (Erin, Hartford Jt. #1, and Richfield Jt. #1) have three years; and three have two years (Herman, Neosho, and Rubicon/Saylesville). Four districts (Hartford UHS, Erin, Hartford Jt. #1, and Neosho) require notice no later than May 1. Richfield Jt. #1 requires notice no later than June 1. Rubicon/Saylesville requires notice on or before April 15, and Herman Consolidated has no provision.

As to the health insurance issue, six of the seven comparable districts appear to pay one hundred per cent of both health and dental insurance premiums. Some have deductible features.

All the comparable districts pay for long term disability insurance. The Hartford Jt. #1 and the Herman clauses are ambiguous, but the other five policies guarantee ninety per cent of salary. Two (Hartford UHS and Richfield Jt. #1) have limits of \$3,000 per month. It is not clear whether or not the other three (Erin, Neosho, and Rubicon/Saylesville) have any limitation, since it is not specified in their labor agreements.

Five of the comparable districts have academic credit reimbursement policies somewhat similar to what the Union is proposing. Erin reimburses fifty per cent of tuition for academic work taken in a state institution of higher education; Herman reimburses \$40 per credit; Neosho reimburses full tuition cost; Richfield reimburses \$100 per credit; Rubicon/Saylesville reimburses \$100 per credit not to exceed \$600 in five years; Hartford UHS and Hartford Jt. #1 appear to have no policies in this area.

An additional insurance proposal of the Union is the right to negotiate the impact of a change in the level of benefits or in the insurance provider. Although none of the comparable districts has the provision proposed here, Erin does provide for interest arbitration in the event of such a dispute and Hartford Jt. #1 has a provision in its labor agreement calling for joint union-management selection of the insurance carrier. Hartford UHS provides specifically for employer choice of insurance carrier. All the others (Herman, Neosho, Richfield Jt. #1, and Rubicon/Saylesville) use the WEAC Insurance Trust Plan, which presumably obviates any need for those unions to have any such clause as is being proposed here.

The proposal of the Union to compensate extracurricular payment as a

percentage of the base salary appears to be unique. All of the comparable school districts have dollar schedules for such payments. It is difficult to make specific comparisons because the classifications are not uniform among all the schools, but it is fair to say that only Hartford UHS has payments higher than those proposed by the Union. Payments for extracurricular duties are generally lower than the level of payments proposed by the Union, and in many cases they are substantially lower.

Essentially the same duration clause that the Union proposes is found in five of the other comparable district labor agreements (Hartford UHS, Erin, Herman, Neosho, and Richfield Jt. #1). Hartford Jt. #1 and Rubicon/Saylesville do not have such clauses in their labor agreements.

The average increase in salaries among the comparables for 1990-91 is \$2,028. The Union is \$21 below that and the Employer is \$110 above it. For 1991-92 the average among the comparables districts that have settled (all except Neosho and Herman) is \$2,106. The Union proposed increase is \$37 above that figure and the Employer's proposal is \$35 below it.

If the traditional comparison of salary schedules is made, it looks like this:

	<u>1990-91</u>		
	Employer Proposal	Union Proposal	Average of Comparables
B.A. Minimum	\$21,500	\$21,561	\$22,377
B.A. 7th Line	26,789	26,866	28,451
B.A. Maximum	31,197	31,285	31,208
M.A. Minimum	24,510	24,581	25,426
M.A. 10th Line	32,444	32,537	34,773
M.A. Maximum	34,207	34,305	38,395
Schedule Maximum	34,207	34,305	40,381

	<u>1991-92</u>		
B.A. Minimum	22,600	22,708	23,631
B.A. 7th Line	28,160	28,296	30,023
B.A. Maximum	32,793	32,950	32,458
M.A. Minimum	25,764	25,889	27,155
M.A. 10th Line	34,103	34,268	37,047
M.A. Maximum	35,957	36,130	40,872
Schedule Maximum	35,957	36,130	43,058

The averages of the comparable districts for 1991-92 excludes Herman and Neosho, which had not settled at the time of this hearing.

#### THE EMPLOYER'S SUPPORT FOR ITS PROPOSALS

The Employer argues that the present grievance proceeding, which ends with a decision by the school board, is adequate. There are three reasons for this

position: First, the Wisconsin Statutes in 111.70 (3) (a) 5 provide for a prohibited practice proceeding if it is asserted that the labor agreement has been violated. This obviates any necessity for the kind of arbitration clause the Union is proposing. Second, the arbitration clauses that have been negotiated by the comparable districts all provide for choice of an outside arbitrator. Since the Union proposes using WERC staff as arbitrators, the prohibited practice procedure would amount to the same thing. Third, if arbitration is to be adopted, the parties should have a choice of who the arbitrator would be. That choice is not provided to the parties if the arbitrator is assigned by WERC.

The Employer supports its own layoff proposal by indicating that it adds a needed procedure describing the terms of recall for laid off employees. The Employer's other addition lists the ways in which seniority and the employment relationship is terminated. The Union's proposal on this matter is identical. The Employer has several objections to the Union's final offer on layoff. In the first place it provides a notification of layoff date "on or before April 1." This is a month before the dates that appear in the labor agreements of five of the seven comparable districts and reduces the Employer's flexibility by a whole month. Second, the elimination of categories of teachers that are used presently would make the layoff procedure mechanical and would likely produce unsatisfactory results. Third, the provision to allow bumping would also produce unsatisfactory teaching situations and could also produce morale problems among the staff. Fourth, the Employer argues that a three year period during which a laid off teacher may be recalled is too long. The Employer prefers a two year period and believes that the comparables support that position.

The Employer's principal objection to the Union's health and dental insurance proposals is that the Union is offering nothing in exchange. Adopting the Union's proposals will increase costs. It is an accepted principle of collective bargaining to offer a concession on some other issue.

The same argument is made with reference to increasing the disability insurance coverage. In addition, the Employer asserts that a majority of the comparable districts, in contradiction to the information provided by the Union, do not have the dollar limitations listed by the Union, the inference being that such dollar limitations may be no higher than the limitation in the expired agreement.

As to the Union's proposal to make the impact of changes in insurance the subject of negotiations, the Employer argues that the addition of this kind of clause is not supported by the comparables.

The quid pro quo principle applies also to the credit reimbursement language proposed by the Union. The Board would receive nothing in return for this added cost. In any case, there is not strong support for the Union's proposal among the comparables. The other districts also have more restrictions on the kinds of academic work that qualifies for reimbursement.

The Employer sees the extracurricular pay proposal of the Union as having an immediate cost impact of more than \$3,000. There is no support among the

comparables for a percentage of base calculation of payment for extracurricular duties. Adoption of this proposal would make the Friess Lake extracurricular costs greater than any of the others.

The Employer's objection to the Union's duration clause rests largely on the notion that extending the old agreement beyond its termination date would prevent the Employer from terminating nonmandatory subjects of bargaining that events during the contract term had made unacceptable to the Employer. Although the Employer expects to continue mandatory features of an expired labor agreement, the clause proposed by the Union would take legal rights away from the school district.

Although the Employer would agree that there is not much difference between its and the Union's salary proposals, it believes that its own offer is competitive when compared with the increases for the comparable districts. More important than the salary increase by itself is a comparison of total package increases. When those comparisons are made the Employer's proposed package is closer to the pattern among the comparables than is the Union's.

In sum, the Employer believes that the Union is asking for too much in the way of cost increases and limitations on the Employer's administration of the school program. Many of the Union's proposals would be reasonable standing alone, but this package is overloaded. The Employer believes that it has offered a reasonable package of proposals. The Union's package is unreasonable without making any concessions of its own.

#### OPINION

This discussion will start with some judgments regarding comparisons of the employment conditions among the comparables as called for under Factor d. quoted above.

While it would be feasible for the parties to use the prohibited practice procedure of the WERC instead of grievance arbitration, that is not the prevailing practice among the comparable districts. All but one have final and binding arbitration of grievances. And while none has the kind of provision proposed by the Union, calling for free arbitration by WERC staff, the proposal itself is not unusual. Although the parties would not have the opportunity the other comparable districts have to choose a specific arbitrator, it is generally accepted among practitioners that staff members of WERC are very competent in performing arbitration services. On this issue there is a preference for the Union's proposal.

Five of the comparable districts have layoff clauses calling for anyone in the unit with appropriate certification and higher seniority to fill a vacancy. Six of the seven provide for bumping. On the issue of the number of years a laid off employee retains seniority, one provides four years, three provide three years, and three provide two years. As to the "no later than" notice date, four call for May 1 (two of them with June 1 final notice), one calls for June 1, one calls for April 15, and one has no date. Although the Employer is supported on the issue of dates for notification of layoff, on the entire

proposal the Union is somewhat closer to the conditions that exist among the comparables.

Although there are deductible features that differ among them, six of the comparable districts pay one hundred per cent of both health and dental insurance. (Hartford Elementary pays ninety-five per cent of family plan.) The Union proposal on these two issues is compelling.

Five of the comparable districts pay ninety per cent of salary pursuant to their disability insurance policies. Two of these specify limits of \$3,000 per month. The Employer implies that the absence of dollar limitations in the labor agreements among the others, when considered along with some errors in the Union's dollar limitation figures in its exhibits, might mean that actual dollar limitation figures are lower. But while I deplore the apparent errors in the Union figures, a more probable inference to be drawn is that the ninety per cent applies in those cases and that there are no dollar limitations. The comparables support the Union on this issue.

The agreement presently has no provision for reimbursing the costs of earning academic credits. Five of the comparables have some kind of payment-for-credits policy. Two appear to be more generous than the Union proposal, two may or may not be more generous, depending on tuition costs and numbers of credits earned. One is less generous. The Employer points out that the proposed clause does not specify whether the credits are to be graduate credits. The Union's proposal, however, contains the following sentence: "If said teacher desires payment for the course, then approval of this course must be granted in writing by the Administrator prior to enrollment in the course." The Union's proposal is closer to conditions among the comparable districts than is the clause in the parties' expired labor agreement.

As noted above, on the issue of the Union's right to negotiate the impact of changes in insurance, the unions at two of the comparable districts have the right to negotiate (or arbitrate) these matters, one clearly gives the authority on such matters to the employer, and the other four have WEAC insurance policies. It seems unlikely that employers in those four districts would switch insurance carriers without the participation of their unions. Since two of the three districts with other insurance carriers provide for union participation, this provides a slight preference for the Union's proposal.

Among the comparables there is no support for the Union's proposal on extracurricular pay. On this issue the clear preference is for the Employer's proposal.

Duration clauses similar to the one proposed by the Union occur in five of the seven agreements in the comparable districts, although two of those specify a period of two rather than three years. On this issue the Union's proposal is generally prevailing among the comparable districts and is preferable.

There is relatively little difference between the salary proposals. In terms of dollar amounts, the Employer's proposal is more generous in the first year and the Union's proposal more generous in the second year. In almost every benchmark comparison, however, the Friess Lake salary schedule is lower than the

salaries at the benchmarks among the comparable districts. In many cases the salaries are substantially lower. The Union's proposal is preferable on this issue.

The remaining issue is the Employers's proposal to restrict the use of personal leave to days not adjacent to weekends, holidays, or vacation periods. On this issue there was no factual testimony at the hearing to support the Employer's assertion that the current policy was being abused, although a witness made that assertion. As to the comparables, it would appear that no other district has such a liberal policy as exists at Friess Lake. This would suggest that preference should go to the Employer's proposal on this issue. I would point out, however, that a clause in the labor agreement appears to give the Employer authority to limit any possible abuse of personal leave. A sentence in the "Temporary Leaves of Absence" clause states: "The educators acknowledge the fact that the educational process must go on and that all days other than sick days or funeral days must be approved by the Administrator."

The Board estimates the cost of its 1990-91 package to be 7.42 per cent to the Union's 7.97 per cent, its 1991-92 package at 6.95 per cent to the Union's 7.15 per cent. Both parties propose packages well above the 1990-91 and 1991-92 increases in the Consumer Price Index. While the Employer's package proposal is to be preferred when measured in terms of Factor g., the percentage difference between the two packages is hardly enough to sway the award.

It is difficult to judge overall compensation, Factor h., except in relation to the overall compensation in comparable districts. A judgment on this factor, therefore, depends on the discussion related to Factor d. above. It is apparent that the overall compensation of Friess Lake teachers is lower than the overall compensation of teachers in the comparable districts.

Other factors normally taken into consideration, Factor j., leads us to consideration of the Employer's argument that the Union is asking for too much in one bargain and that some of its proposals should be considered in terms of giving up something. In the Employer's view, for instance, there ought to be some quid pro quo for the adoption of a dental plan paid for by the Employer. This view holds that it is improper for the Union to gain this benefit in arbitration, since in the course of normal negotiations it would expect to give something in exchange.

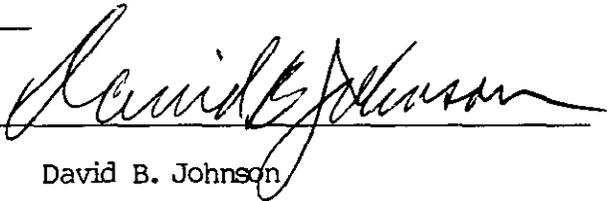
This point of view deserves careful consideration, since it is generally accepted in collective bargaining and oftentimes in arbitrations such as this. In this case, however, the comparisons have demonstrated that employment conditions generally for these employees are well below the employment conditions of other teachers employed in the comparable districts. On the issues of arbitration procedure, layoff/recall procedure, health insurance, dental insurance, credit reimbursement, most levels on the salary scale, and duration clause the Friess Lake teachers have employment conditions substantially inferior to those of their colleagues employed in the comparable districts. Only on the issue of extracurricular pay is the Union proposal clearly out of line with the comparables. Personal leave for these teachers is better than among the comparables, but the Employer does not propose to reduce it. It is not clear why the school administration cannot restrict its use, given the

wording in the labor agreement that states personal leave "must be approved by the Administrator." Comparisons of the proposed clause relating to negotiation of impact and changes in insurance are uncertain because of the existence of WEAC health and dental insurance in four districts. But overall it seems clear that this award should be made on the basis of catch-up. Adoption of the Union final proposal would put the employment conditions of these teachers at roughly the same level as such conditions for teachers in the comparable districts.

AWARD

The final proposal of the Union, as spelled out in Attachment B, is adopted as the award in this proceeding. Its contents will be incorporated in the 1990-91 and 1991-92 labor agreement between the parties.

Dated December 23, 1992  
at Madison, Wisconsin

  
David B. Johnson

ATTACHMENT A

Name of Case: Joint School District No. 11 (Green Lake)

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we ~~do~~ (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

1-28-92  
Oct. 8, 1991  
(Date)

David N. Friedman  
(Representative)

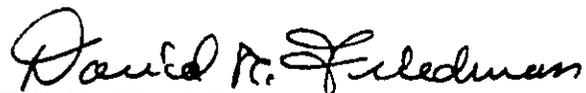
On Behalf of: Joint School District No. 11 Green Lake

**RECEIVED**  
OCT 09 1991

• WISCONSIN EMPLOYMENT •  
RELATIONS COMMISSION

JOINT SCHOOL DISTRICT NO. 11  
FINAL OFFER OF THE BOARD  
JANUARY 28, 1992

The final offer of the Board includes the attached proposals, all tentative agreements and those portions of the 1986-90 collective bargaining agreement not modified by tentative agreements or Board proposals and will constitute the successor collective bargaining agreement between the Board of Education of Joint School District No. 11 and the Joint District No. 11 Educators. Dates in the 1986-90 collective bargaining agreement will be modified wherever appropriate and consistent with the intent of the new agreement.



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Representing the  
Joint School District No. 11

**Board Final Offer**  
**January 28, 1992**

Proposal 1

Article IV - Terms of Agreement B. Duration  
Change "August 31, 1990" to "August 31, 1992."

Proposal 2

Article V - Temporary Leave of Absence  
Add at the end of the second paragraph of Section A.  
Personal and Sick Days the following:

The educators further acknowledge that personal leave shall not be used adjacent to a weekend, holiday or vacation periods or used in such a manner as to create a vacation during a school week.

Proposal 3

Article IX - Layoffs

Section A now reads:

When the Board determines to layoff in the K-8 categories, it will layoff teachers in the inverse order of appointment of teachers within such categories according to certification. If two or more teachers were appointed at the same time, then the teachers to be laid off shall be determined by the Board. Layoff notices shall be given no later than the last teaching day in April preceding the next school year.

Add to the layoff clause new paragraphs C and D.

C. The Board or its agent shall mail the recall notice by certified mail to the teacher's last known address. The notice of recall shall advise the teacher of the time and place that the teacher is to report for duty.

1. It shall be the teacher's responsibility to keep the Board informed as to the teacher's current address.
2. If the Board does not within fourteen (14) calendar days from the date of mailing the notice receive written confirmation of the teacher's acceptance of recall, the teacher loses all rights to be recalled. Failing to report at the requested time and place will void the recall and all reemployment rights of the recalled teacher.

D. Seniority and the employment relationship with the District shall be broken and terminated in the event that the teacher:

- a. resigns or quits;
- b. is discharged or non-renewed;
- c. fails to report to work on the day designated after termination of a leave of absence unless the employe is medically unable to do so;
- d. is retired;
- e. is on layoff for more than a period of time longer than the teacher's re-employment rights period as defined in this Article.

Proposal 4.  
Salary Schedule

Paragraph a. 1990-91 see attached schedule.

Paragraph b. 1991-92 see attached schedule.

Proposal 5.

- a. Extracurricular Pay. For the 1990-91 school year increase each pay rate by 3% rounded to the nearest dollar. Forensics must have at least 25 student participants to receive the dollar amount stated in the contract. If the number of students is less than 25, the dollar amount will be pro-rated based upon the number of participants.
- b. Add to the extracurricular pay schedule
  1. Student Council Advisor--the pay rate being the same as a basketball coach.
- c. The pay for the 8th grade Advisor shall be the same as a softball coach.

1990-91 Salary Schedule					
Step	BA	BA+9	BA+18	BA+30	MA
1	\$21,500	\$22,253	\$23,005	\$23,758	\$24,510
2	\$22,382	\$23,134	\$23,887	\$24,639	\$25,392
3	\$23,263	\$24,016	\$24,768	\$25,521	\$26,273
4	\$24,145	\$24,897	\$25,650	\$26,402	\$27,155
5	\$25,026	\$25,779	\$26,531	\$27,284	\$28,036
6	\$25,908	\$26,660	\$27,413	\$28,165	\$28,918
7	\$26,789	\$27,542	\$28,294	\$29,047	\$29,799
8	\$27,671	\$28,423	\$29,176	\$29,928	\$30,681
9	\$28,552	\$29,305	\$30,057	\$30,810	\$31,562
10	\$29,434	\$30,186	\$30,939	\$31,691	\$32,444
11	\$30,315	\$31,068	\$31,820	\$32,573	\$33,325
12	\$31,197	\$31,949	\$32,702	\$33,454	\$34,207

Note: add an additional .02 to multipliers for educators who would qualify for step 13 or above. For example, if an educator has 15 years of experience with a BA+18 credits, the multiplier would be 1.541.

1991-92 Salary Schedule

Step	BA	BA+9	BA+18	BA+30	MA
1	\$22,600	\$23,391	\$24,182	\$24,973	\$25,764
2	\$23,527	\$24,318	\$25,109	\$25,900	\$26,691
3	\$24,453	\$25,244	\$26,035	\$26,826	\$27,617
4	\$25,380	\$26,171	\$26,962	\$27,753	\$28,544
5	\$26,306	\$27,097	\$27,888	\$28,679	\$29,470
6	\$27,233	\$28,024	\$28,815	\$29,606	\$30,397
7	\$28,160	\$28,951	\$29,742	\$30,533	\$31,324
8	\$29,086	\$29,877	\$30,668	\$31,459	\$32,250
9	\$30,013	\$30,804	\$31,595	\$32,386	\$33,177
10	\$30,939	\$31,730	\$32,521	\$33,312	\$34,103
11	\$31,866	\$32,657	\$33,448	\$34,239	\$35,030
12	\$32,793	\$33,584	\$34,375	\$35,166	\$35,957

Note: add an additional .02 to multipliers for educators who would qualify for step 13 or above. For example, if an educator has 15 years of experience with a BA+18 credits, the multiplier would be 1.541.

ATTACHMENT B

Name of Case: Ridgfield Joint School Dist #11, Case 5, NO. 45627  
INT/MB - 6020

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we ~~do~~ (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

10/4/91  
(Date)

John Weigelt  
(Representative)

On Behalf of: Fresh Lake Education Association

**RECEIVED**  
APR 01 1992

\* WISCONSIN EMPLOYMENT \*  
RELATIONS COMMISSION

FINAL OFFER OF THE  
FRIESS LAKE EDUCATION ASSOCIATION

FOR MODIFICATION OF THE  
CURRENT COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION OF JOINT SCHOOL DISTRICT #11

(Towns of Richfield and Erin) and the

FRIESS LAKE EDUCATION ASSOCIATION

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Proposal 1.

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ARTICLE VIII - Grievance Procedure

F. Steps In Procedure: (Add the following step to the grievance procedure.)

Step 4: If not satisfied with the answer at the previous step, the Association or grievant may refer to arbitration any grievance denied at the previous steps.

(Add the following language to this Article as Paragraph G.)

G. Arbitration Procedure

1. If a grievance is submitted to arbitration, the District and the Association shall jointly request the Wisconsin Employment Relations Commission to appoint one of its commissioners or qualified staff members to serve as an arbitrator to determine the disposition of such grievance in accordance with the provisions of this Agreement.
2. The sole function of the arbitrator shall be to determine whether or not the rights of a teacher have been violated by the District contrary to an express provision of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement in any way. The arbitrator shall have no authority to impose liability upon the District arising out of facts occurring before the execution day or after the termination of this Agreement.
3. All arbitration proceedings shall be held at such place as shall be mutually agreed upon between the District and the Association. If the District and the Association are unable to agree, the place of hearing shall be designated by the arbitrator.
4. All expenses incurred in connection with the arbitration proceedings shall be borne equally between the District and the Association. If one party desires a transcript of testimony to be prepared for

the arbitrator, such expense shall be borne by the party that desires a transcript. If both parties desire such a transcript, the cost will be shared.

Proposal 2.

ARTICLE IX - Layoff/Recall Procedure

(Add all categories of teachers employed by the Friess Lake School District including teachers of special area subjects to the protections of this Article.)

(Eliminate current language and insert the following:)

- A. Whenever a reduction, in whole or in part, of teachers (hereafter layoff or reduction) for the forthcoming school year is determined by the Board of Education the procedures set forth in this Article shall be followed.
  
- B. Any teacher selected for reduction under this procedure shall be given preliminary written notice of such selection on or before April 1 and final written notice prior to May 1 of the last school year of employment.
  
- C. The District will first determine the number of teachers to be reduced and then will determine the individual teachers in accordance with the following steps:
  - Step 1. Normal attrition resulting from teachers retiring, resigning, or on approved leave of absence will be relied upon to the extent it is administratively feasible. Volunteers will be solicited by posting a request for volunteers in the District.

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Step 2. Any remaining employes to be reduced in any areas of certification shall be selected by the District based upon the employe's length of service in the District as established by their initial employment date. The reduction shall commence with the least senior employe in the area of certification being reduced. In the event that two or more teachers in the area of certification being reduced began employment with the District on the same day, the initial date of issuance of the employment contract shall be used to establish their length of service with the District.

Step 3. Any teacher who is selected for layoff pursuant to Step 2 above may elect to replace any other teacher with shorter service in the District who has a teaching assignment for which the former teacher has a current certification. Similarly, any teacher who is so replaced pursuant to this Step 3 may elect to replace another teacher in the District as provided by this Step 3.

D. Seniority and the employment relationship with the District shall be broken and terminated in the event that the teacher:

- a. resigns or quits;
- b. is discharged or non-renewed;
- c. fails to report to work on the day designated after termination of a leave of absence unless the employe is medically unable to do so;
- d. is retired;
- e. is on layoff for more than a period of time longer than the teacher's re-employment rights period as defined in this Article.

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- E. Any teacher reduced in whole or in part shall not be precluded from securing other employment during such teacher's re-employment rights period.
- F. If within a teacher's re-employment rights period the District has a vacant teaching position available for which that teacher is certified, the employe shall be notified of such position and offered employment in that position commencing as of the date specified in the vacancy notice. Teachers shall be contracted in reverse order of their layoff.
- G. Within ten (10) calendar days after a teacher receives a notice of recall pursuant to paragraph F, she/he must advise the District in writing of acceptance of that position.
- H. Any and all re-employment rights granted to a teacher on layoff pursuant to this Article shall terminate on August 1, three years following the teacher's last day of employment.

Proposal 3.

#### ARTICLE XII - Fringe Benefits

##### B. Health Insurance

The Board will contract for health insurance coverage for teaching employes. Coverage will be \$100.00 deductible, will contain a co-insured, all cost corridor with a Major Medical of no less than \$250,000. Coverage will extend from September 1st through August 31st of the following year. The Board will contribute 90% of the cost of the monthly premium for individual or family coverage. Should a teacher require family coverage, the election must be made at date of hire, at date of marriage, or with physical exam, subject to underwriting approval taken at the teacher's expense.

##### C. Dental Insurance

The Board will contract for dental insurance coverage for teaching employes. Coverage will extend from September 1st through August 31st of the following year. The Board will contribute 100% of the cost of the monthly premium for individual or family coverage for dental insurance. Dental insurance shall be made



available to all staff members whether or not they take health insurance. The dental insurance plan purchased by the District shall be \_\_\_\_\_.

E. Long Term Disability

The Board will contract for long term disability insurance effective September 1, 1990, to begin after sixty (60) continuous days of disability due to accident or sickness which shall be the qualifying period, will be equal to 90% of covered salary at the time of disablement, and a cost of living adjustment based on improvements in the local salary schedule, will continue to age 65. A \$3,000 maximum monthly benefit integrated with governmental and employer sponsored plans, will include a social security freeze, a "primary only" social security offset, and a 25% of salary minimum benefit. Coverage shall be available to employes who work twenty (20) hours or more per week on a regular basis.

F. Credit Reimbursement

Teachers earning college credits that will help said teachers in their field of specification, will be paid \_\_\_\_\_ dollars (\$50.00) per credit. If said teacher desires payment for the course, then approval of this course must be granted in writing by the Administrator prior to enrollment in the course. If said teacher voluntarily breaks his or her contract and does not teach in the semester following acquisition of said credits, he/she shall not be paid for said credits.

G. In the event that the District desires to change the providers or the level of benefits in any of the provisions in paragraphs A through E of this Article, it shall first meet to negotiate the impact of this change with the Association. Such negotiations shall be subject to the terms and conditions of Wisconsin Statute 111.70 including the option to arbitrate any impasse.

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Proposal 4.

Appendix B

	% of Base
B. Extra-Curricular Pay	
Sports, Intramural	
Soccer	3%
Volleyball	3%
Sports, Interscholastic	
Basketball, girls 7th & 8th	5%
Basketball, boys 7th & 8th	5%
Basketball, girls 5th & 6th	3.5%
Basketball, boys 5th & 6th	3.5%
Softball, girls	3.5%
Softball, boys	3.5%
Athletic Director	1.25%
Forensics	3.5%
Music Director	3.5%
8th Grade Advisor	1.5%
Student Council Advisor	2%
Graduation	1%
Odyssey of the Mind	.75%
Art Club	.75%
C. Noon Duty/Cafeteria Duty	
1990-91 - Same % increase as base increase	
1991-92 - Same % increase as base increase	
D. Head Teacher	
Friess Lake	1.5%

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Proposal 6.

DURATION

1. If any provision of this Agreement, or any portion thereof is held to be invalid or unlawful by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision or portion thereof should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and shall continue in full force and effect, and upon the request of either the District or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision or portion thereof.
2. This Agreement shall be in full force and effect from August 1, 1990 through July 31, 1992.
3. In the event that the parties do not reach a written successor agreement to this Agreement by the expiration date of this Agreement, the provisions of the Agreement shall remain in full force and effect during the pendency of negotiations and until a successor agreement is executed; provided, however, that this agreement shall not have a duration of more than three years.

Proposal 7.

SALARY PROPOSAL:

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Triess Lake Education Association 1990-91 salary schedule proposal:

STEP	B.A.	BA+9	BA+18	BA+30	M.A.
1.0	21561	22317	23071	23826	24581
2.0	22445	23200	23955	24709	25464
3.0	23330	24085	24839	25594	26348
4.0	24213	24968	25723	26477	27232
5.0	25098	25853	26607	27362	28116
6.0	25981	26736	27491	28245	29000
7.0	26866	27620	28375	29130	29884
8.0	27749	28504	29259	30013	30768
9.0	28634	29388	30143	30898	31652
0.0	29517	30272	31027	31781	32537
1.0	30402	31156	31911	32666	33420
2.0	31285	32041	32795	33550	34305

Triess Lake Education Association 1991-92 salary schedule proposal:

STEP	B.A.	BA+9	BA+18	BA+30	M.A.
1.0	22708	23504	24299	25094	25889
2.0	23639	24434	25230	26024	26819
3.0	24571	25367	26161	26956	27750
4.0	25501	26297	27092	27886	28681
5.0	26433	27229	28023	28818	29612
6.0	27363	28159	28954	29748	30543
7.0	28296	29090	29885	30681	31474
8.0	29226	30021	30816	31610	32405
9.0	30158	30952	31747	32542	33336
0.0	31088	31883	32678	33472	34268
1.0	32020	32814	33609	34404	35198
2.0	32950	33746	34540	35335	36130

Note: Add an additional .02 to multipliers for educators who would qualify for step 13 or above. For example, if an educator has 15 years of experience with a BA+18 credits, the multiplier would be 1.541.

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